

Renewable Energy Feed-in Standard Terms and Conditions - BSI

If you have a Small Renewable Generation Facility with a capacity of 7.45kW or less which is connected to our network the following additional terms and conditions apply to the purchase by us and sale by you of energy generated from your Facility:

1 THE PARTIES

- (a) This contract is between:
 - (i) Hydro Tasmania (ABN 48 072 377 158) who purchases energy to you from your Facility and provides you with connection services at the premises (in this contract referred to as "we", "our" or "us"); and
 - (ii) You, the customer to whom this contract applies (in this contract referred to as "you" or "your").
- (b) The retail services under this contract will be provided through our subsidiary company and specialist retailer, Momentum Energy Pty Ltd, (ABN 42 100 569 159) ("Momentum") on Hydro Tasmania's behalf.
- (c) References to "we", "our" or "us" in this contract include Momentum in its role as agent for Hydro Tasmania.

If you have any questions or are required to inform us of anything under this contract please contact Momentum on 1300 662 778.

2 DEFINITIONS

- (a) If not otherwise defined, terms used in this contract have the same meanings as they have in the ESI Act and the Code. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the ESI Act and the Code, the definitions in the ESI Act and the Code prevail.

3 SCOPE OF THIS FEED-IN CONTRACT

3.1 What is covered by this Feed-in Contract?

- (a) These Renewable Energy Feed-in Standard Terms and Conditions govern the purchase by us from you of Small Renewable Energy Generation Electricity generated by your Facility only and forms a separate Contract between you and us in respect of that purchase ("Feed-in Contract").

- (b) This Feed-in Contract does not address the purchase of Renewable Energy Certificates from you; we will not purchase any Renewable Energy Certificates created as a result of generation by your Facility under this Contract.

3.2 Effect of this Feed-in Contract upon Your Electricity Supply Contract

- (a) This Feed-in Contract is separate to your Electricity Supply Contract with us. If you are not an existing customer of ours you must enter into an Electricity Supply Contract with us. The Standard Feed-in Tariff under this Feed in Contract will not commence until you do so and electricity supply commences under that contract.
- (b) This Feed-in Contract will not vary any aspect of your Electricity Supply Contract.

4 WHAT IS THE TERM OF THIS FEED-IN CONTRACT?

4.1 When does this Feed-In Contract start?

Your Feed-in Contract commences upon the later of:

- (a) the date which your Facility is connected to our network in accordance with your connection agreement;
- (b) if your Facility has not previously been connected to our network, or has not been connected for 6 months, the date you provide us with an appropriate Certificate of Electrical Compliance from the Electrical Contractor who installed your Facility; and
- (c) the date all relevant metering equipment is installed at your premises and, if required by us, has been upgraded, and there is safe and unobstructed access to the metering equipment.

4.2 When does this Feed-in Contract end?

This Feed-in Contract will continue until the earlier of the following:

- (a) Your connection agreement terminates;
- (b) you no longer occupy your premises;
- (c) if you and we enter a new Feed-in Contract at your premises, the start date of the new Feed-in Contract;
- (d) if your Electricity Supply Contract is terminated with regard to supply to your premises having been disconnected, the date when that contract is terminated;
- (e) your Facility is decommissioned or removed; or

- (f) If this Feed-in Contract is terminated, and you have not entered into a new Feed-in Contract with us, you must ensure that no Renewable Energy Generation Electricity is exported to the network from your Facility or your premises. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no Renewable Energy Generation Electricity is exported from your Facility.

5 CONNECTION OF YOUR FACILITY

Your facility will be connected in accordance with the connection agreement entered into between you and us.

6 METER READING AND ACCESS

- (a) The provisions of paragraphs 9.3 and 11 in your Electricity Supply Contract apply to the metering of energy generated by your Facility in the same way they apply to the metering for energy consumed by your Premises.
- (b) We will base a Standard Feed-in Tariff Credit on a reading of your meter that records the supply of electricity from your Facility to the network.
- (c) If we are not able to reasonably or reliably base a Standard Feed-in Tariff Credit on a reading of the meter, we will not apply a credit unless: we, at our discretion, estimate accounts (including debits and credits) in accordance with the provisions of your Electricity Supply Contract or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

7 PRICE FOR ELECTRICITY

7.1 Purchase of Small Renewable Energy Generation Electricity from you

We will only purchase electricity received and measured on the meter (or estimated in accordance with clause 6(c)). We have no obligation to pay or compensate you for any electricity exported from your Facility that is rejected by the network for any reason. We will notify you as soon as practicable after we become aware of any inability of the network to accept Small Renewable Energy Generation Electricity generated by your Facility.

7.2 Rates we will pay you for your Small Renewable Energy Generation Electricity

- (a) We will credit you for the Small Renewable Energy Generation Electricity supplied by you under this Feed-In Contract at the Standard Feed-in Tariff, by applying the Standard Feed-in Tariff Credit as a credit to your bills under your Electricity Supply Contract.

- (b) We will apply the Standard Feed-in Tariff Credit at the same frequency as you are billed by us for electricity supplied to Your Premises pursuant to your Electricity Supply Contract.
- (c) If a bill that we issue under your Electricity Supply Contract has a credit balance as a result of the application of the Standard Feed-in Tariff Credit, the credit balance will be applied towards your next bill under your Electricity Supply Contract.

7.3 GST and ABN

- (a) If the supply of the Small Renewable Energy Generation Electricity to us under this Feed-in Contract is a taxable supply under the GST Act, and you have provided to us your ABN, all evidence that we reasonably require to establish that the supply is a taxable supply, and a valid tax invoice, we will increase the Standard Feed-in Tariff Credit to cover any GST payable on the supply.
- (b) If you do not quote your ABN, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us. If we ask you to do so, you must complete a No ABN Withholding Declaration (the form of which is available from us on request).
- (c) Terms used in paragraphs 7.3(a) and 7.3(b) that are used in the GST Act have the same meaning as in that Act.

7.4 Review of Credit

If you think that your Standard Feed-in Tariff Credit may be incorrect, you may ask us to review it. We will review your Standard Feed-in Tariff Credit if you request that we do so.

7.5 Over-crediting and Under-crediting

- (a) If we over-credit you for electricity supplied by you, we will recover the over-credit in accordance with clause 12.2 of your Electricity Supply Contract.
- (b) If we under-credit you for electricity supplied by you, we will credit the amount under-credited to the next bill issued to you after we become aware of the under-crediting.

7.6 Variation to Standard Feed-in Tariff

If, after the commencement of this Feed-in Contract, our Standard Feed-in Tariff is varied in any way that affects this Feed-in Contract, we will give you notice of the variation as soon as practicable and in any event that notice will be given no later than the date that your next bill and/or credit is issued after the variation occurs.

8**FORCE MAJEURE**

If a force majeure event occurs and either you or we breach this Feed-in Contract due to this event only, the breach is to be dealt with on the basis specified in paragraph 20 of your Electricity Supply Contract.

9**YOUR OBLIGATIONS**

- (a) You must:
 - (i) give us any information we reasonably require for the purposes of this Feed-in Contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided.
 - (ii) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate Small Renewable Energy Generation Electricity;
 - (iii) maintain your Facility (and all associated equipment) in good working and reliable order;
 - (iv) comply with your connection agreement; and
 - (v) obtain prior written consent from us prior to making any changes to your Facility (including operational, structural and functional changes), including any changes in your Facility's generation capacity or the export capacity.
- (b) In the event of an inconsistency between this Feed-in Contract and your connection agreement, the connection agreement prevails.

10**COMPLAINTS AND DISPUTE RESOLUTION**

- (a) If you make a complaint relating to this Feed-in Contract, we will manage the complaint in accordance with the relevant Australian Standard on complaints handling.
- (b) If you are not satisfied with our response, you have a right to refer the complaint to a higher level within our organisation or to the Energy Ombudsman of Tasmania.

11**LIABILITIES**

- (a) If you breach any aspect of this Feed-in Contract we will seek to recoup any amount that you have obtained as a result of that breach. If you terminate this Feed-in Contract we will not seek a termination fee. For the avoidance of doubt this does not limit our right to charge

a termination fee in respect of your Electricity Supply Contract if applicable.

- (b) You are responsible for your Facility and its use and we are not liable for any loss, damage or injury that may be caused by your Facility or its use.
- (c) You must install adequate protection devices to protect your Facility from faults (including without limitation, power surges) on the network. We will not accept liability for any loss or damage to your Facility or for any injury.
- (d) We are not responsible for any act, omission, default or negligence of any third party and you must indemnify us in respect of any liability that we have to any third party for liabilities, losses, costs and damages suffered or incurred by that third party as a result of the Renewable Energy Generation Electricity supplied by you under this Feed-in Contract.

12 APPLICABLE LAW

The laws of Tasmania govern this Feed-in Contract.

13 GENERAL

13.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

13.2 Amending this contract

- (a) This Feed-in Contract may only be amended in accordance with the procedures set out in the ESI Act and the Code.
- (b) We will publish any amendments to this Feed-in Contract on Momentum's website.

13.3 Assignment and delegation

- (a) You may not assign or transfer to anyone else any of your obligations or responsibilities under this Standard Tariff Agreement, or under any contract of which this Standard Tariff Agreement forms the basis.

We may subcontract or delegate the performance of any of our responsibilities under this Standard Tariff Agreement, or under any contract of which this Standard Tariff Agreement forms the basis, to any other person or party.

Feed-in Contract Simplified explanation of terms

Certificate of Electrical Compliance means a certificate issued by an electrical licence holder to certify electrical work.

Code means the Tasmanian Electricity Code, as amended or substituted from time to time, issued under the ESI Act. A copy of the Code is available from <http://www.economicregulator.tas.gov.au/>

connection agreement means an agreement between Hydro Tasmania and a person by which the person is connected to the network and / or receives connection services.

Electrical Contractor means a contractor licenced to carry out electrical work in the state of Tasmania.

Electricity Supply Contract means the contract for the sale and supply of energy by us to you at Your Premises on the Standard Terms and Conditions for Bass Strait Islands Customers

ESI Act means the Electricity Supply Industry Act 1995 (Tas).

Facility means a Small Renewable Energy Generation Facility

Feed-in Contract means this Renewable Energy Feed-in Contract comprised of the Terms and Conditions set out in this document and the schedule to your connection agreement containing the particulars of your agreement with us.

force majeure event means an event outside the control of a party.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

NEM-Compliant Meter means a meter which is compliant with the Australian Energy Market Operator ('AEMO') Metrology Procedure as published on the AEMO website from time to time.

One to One Standard Feed-in Tariff means a rate per kilowatt-hour (excluding GST) equal to the GST-exclusive rate per kilowatt-hour that you pay to buy electricity from us pursuant to your Electricity Supply Contract as shown on your bill for the corresponding time period.

premises means the address at which you are supplied with electricity and/or customer connection services and, to avoid doubt, may include your electrical installation;

Renewable Energy Certificate means a certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).

Small Renewable Energy Generation Electricity means electricity supplied by you from a Small Renewable Energy Generation Facility operated by you, and refers to electricity exported from your Facility into the Energy Distribution System net of any electricity consumption at your premises, that is not supplied through our network.

Small Renewable Energy Generation Facility means a wind, solar, hydro or biomass generation facility, connected to a distribution system, that generates electricity and has an installed or name-plate generating capacity of less than 7.46 kW

Standard Feed-in Tariff means the applicable Standard Feed-In Tariff specified in the Tariff Schedule, or if no Standard Feed-In Tariff is specified the One to One Standard Feed-in Tariff.

Standard Feed-in Tariff Credit means a dollar credit payable to you under this Contract, as a result of the application of the Standard Feed-in Tariff to your Small Renewable Energy Generation Electricity.